Connectivity	Service Provider for Connectivity	Connectivity Contract	471 # for Connectivity	FRN for Connectivity	Service Provider for Leased Routers	Leased Router Contract	471 # for Leased Routers	FRN for Leased Routers	Service Provider for Maintenance of Leased Routers	Leased Router Maintenance Contract	471 # for Maintenance of Leased Routers	FRN	Contact City
41HCFS000357SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620665	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Springdale
41HCFM002009SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620666	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Stamps
41YHFJ000176001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620667	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Stamps
1HCFM002037SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern	001-3194200-001	549161	1577388 1620668	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Stephens
41YHFJ000210001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern	001-3194200-001	549161	1577388 1620669	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Stephens
41YHFJ000339001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620670	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	STRONG
1HCFM003116SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620671	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Sulphur Rock
41YHFJ000245001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620672	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Turrell
41YHFJ000188001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620673	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Walnut Ridge
1HCFM000705SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620674	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Warren
1HCFM000706SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620675	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Warren

Connectivity	Service Provider for Connectivity	Connectivity Contract	471 # for Connectivity	FRN for Connectivity	Service Provider for Leased Routers	Leased Router Contract	471 # for Leased Routers	FRN for Leased Routers	Service Provider for Maintenance of Leased Routers	Leased Router Maintenance Contract	471 # for Maintenance of Leased Routers	FRN	Contact City
41HCFM000903SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620676	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Warren
41HCFJ002996SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620677	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Warren
41YHFJ000375001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620678	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Warren
41YHFJ000350001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620679	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Helena
1HCFM000606SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620680	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Helena
1HCFM002003SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620681	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Helena
1HCFM002007SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620682	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Helena
1HCFM002096SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620683	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Helena
1HCFM000892SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620684	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
1HCFM000709SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620685	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
11HCFM000747SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620686	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis

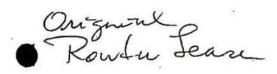
Connectivity	Service Provider for Connectivity	Connectivity Contract	471 # for Connectivity	FRN for Connectivity	Service Provider for Leased Routers	Leased Router Contract	471 # for Leased Routers	FRN for Leased Routers	Service Provider for Maintenance of Leased Routers	Leased Router Maintenance Contract	471 # for Maintenance of Leased Routers	FRN	Contact City
41HCFM000899SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620687	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
41HCFM002100SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620688	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
41HCFM002814SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620689	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
41HCFM002815SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620690	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
41HCFM002873SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620691	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
41HCFS999757SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620692	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
41YHFJ000353001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620693	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	West Memphis
41HCFM000675SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620694	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	White Hall
41HCFM000756SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620695	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	White Hall
41HCFM000776SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620696	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	White Hall
41HCFM002006SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620697	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	White Hall

Connectivity	Service Provider for Connectivity	Connectivity Contract	471 # for Connectivity	FRN for Connectivity	Service Provider for Leased Routers	Leased Router Contract	471 # for Leased Routers	Leased	Service Provider for Maintenance of Leased Routers	Leased Router Maintenance Contract	471 # for Maintenance of Leased Routers	FRN	Contact City
41HCFM002249SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620698	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	White Hall
41HCFS000196SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern	001-3194200-001	549161	1577388 1620699	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	White Hall
41YHFJ000248001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620700	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	White Hall
41YHFJ000156001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620701	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Wilburn
41HCFS000150SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620702	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Wilson
41HCFS000188SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620703	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Wilson
41YHFJ000243001-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620704	Southwestern Bell Telephone Company	001-3194200-002	549161	1620334	Wilson
1HCFM002132SUV-01	Southwestern Bell Telephone Company (ASI)	SP-07-0141	549161	1577377	Southwestern Bell Telephone Company	001-3194200-001	549161	1577388 1620705	Southwestern Bell Telephone Company	001-3194200-002	549161	1607369 1620334	Wynne

SUPPLEMENTARY SCHEDULE NO. <u>001-3194200-001</u> DATED: <u>11-18-02</u>

LESSEE:	LESSOR:		
STATE OF ARKANSAS 1 CAPITOL MALL LITTLE ROCK AR 72203	Southwestern Bell Telep One SBC Plaza Dallas TX 75202	hone Company	Y
CONTACT: PHONE:	* g g	54	
SUPPLIER OF EQUIPMENT: SBC DATACOMM, INC.		2/	٠
DESCRIPTION OF EQUIPMENT: CISCO 1760 10/100 MODULA TI DSU, POWER CORD, CISCO 1760 IOS IP ALL WITH RELATE		ORT TI FRAC	CTIONAL
ORIGINAL COST OF EQUIPMENT: \$2,031,653,25		7	¥.
LOCATION OF EQUIPMENT (If different from above):	. *		
*AMOUNT OF ADVANCE PAYMENT(S): \$42,097.89 (Due upor	n the execution of this Supplem	entary Schedul	le.)
*AMOUNT OF EACH RENT PAYMENT: \$42,097.89	The state of the s		
*Plus all applicable taxes on each Rent Payment. Rent Payments may be adjusted based	upon Equipment cost and applicable f	reight charges.	(20)
LEASE TERM (MONTHS): 60 TOTAL NUMBER OF RENT RENT PAYMENT FREQUENCY: ☑ Monthly ☐ Quarterly ☐ 0	PAYMENTS: 60 Other	☑ In Arrears	*
The Lease Term commences on the earlier of: the date the Equipment delivery of the last piece of Equipment to Lessee (Lease Commencem		venty (20) days	after
By: X Mark Telhough By:	REIN AND IN THE GOVERNM E EXTENT THAT ANY OF THE THE TERMS CONTAINED IN NTARY SCHEDULE SHALL CO TE OF ARKANSAS	ENTAL EQUI E PROVISIONS N THIS	PMENT

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COVERNMENTAL EQUIPMENT LEASE

Lease No. 001-3194200

Date: November 18, 2002

Lessee:

STATE OF ARKANSAS 1CAPITOL MALL LITTLE ROCK, AR 72203 Lessor:

Southwestern Bell Telephone Company One SBC Plaza Dallas TX 75202

TERMS AND CONDITIONS

Lessee (which term shall include the co-Lessee, whose obligations hereunder shall be joint and several with those of Lessee) and Lessor agree and acknowledge that this Governmental Equipment Lease (the Lease) is being executed in conjunction with one or more written schedules (Supplementary Schedules) which, by specific reference to this Lease and upon execution by Lessee and Lessor, become subject to all the terms and conditions contained herein. In the event of a conflict between the Lease and any Supplementary Schedule, the language in the Supplementary Schedule shall prevail. The Equipment that is the subject of this Lease is described on the Supplementary Schedules and shall further include, without limitation, such other items which may not be specifically identified on such Supplementary Schedules, and are financed by Lessor, such as wiring. Upon such execution of a Supplementary Schedule, any and all additional or specific terms and conditions therein shall be, with respect to such Supplementary Schedule, incorporated herein and shall have the same force and effect as if such terms and conditions were expressly set forth herein. The terms and conditions contained herein shall apply to each Supplementary Schedule that is properly executed and made subject to such terms and conditions as if a separate Lease were executed for each Supplementary Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either the Lessee or Lessor or both of them arising from the execution of this Lease in conjunction with any one Supplementary Schedule shall not affect the status of the rights or obligations or either or both of those parties arising from the execution of this Lease in conjunction with any other Supplementary Schedule, except in the event of default by Lessee as provided in Section 14 herein.

Subsequent wording of this Lease notwithstanding, this Lease is effective with respect to any Supplementary Schedule executed in conjunction herewith for the lease term (as subsequently defined herein) provided in such Supplementary Schedule. Additional Supplementary Schedules may be executed from time to time by the Lessee and the Lessor, and if such Supplementary Schedules refer by date and contracting parties to this Lease, such Supplementary Schedules shall be deemed to be executed in conjunction herewith and to be subject hereto regardless of the date upon which such Supplementary Schedules are executed and notwithstanding that a prior period of effectiveness hereof has lapsed through termination of all previous lease terms.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment described on any Supplementary Schedules executed in conjunction herewith and declared to be and to constitute a part of the Equipment leased hereunder (such Equipment together with all parts, replacements, repairs, additions, and accessories incorporated therein and/or affixed thereto hereinafter referred to as the Equipment) on the terms and conditions set forth herein and in such Supplementary Schedules. If more than one Lessee is named in this Lease, the liability of each named Lessee shall be joint and several. Because the Equipment may include not only tangible property but also the right to use technology, it is understood that the term "Equipment" covers all of the following: hardware, printers, modems, cables, peripherals and other tangible equipment, all documentation, such as technical documentation, service records or user manuals, operating system software, application software, and such other items, as more specifically described in this Lease or in any Supplementary Schedule. Further, the term, "lease," whenever it is used as a noun in the Lease with reference to the

echnology or other intangible properties that are part of the Equipment, shall be deemed to mean, assignment and/or subicense of all of Lessor's license to or interest in, and rights to use, such technology and properties; whenever it is so used with reference to benefits, it shall be deemed to mean, assignment of all of Lessor's rights to receive such benefits. ("To ease," or any other inflectional form of its usage as a verb, shall mean to "sub-license" or "to assign" (as the context may equire), or the appropriate inflectional form thereof.)

- 1. Lease Term. The Lease Term is the period of time which includes the lease term as specified in the block so mittled on Supplementary Schedules executed hereunder from time to time and commences on the earlier of: the date the Equipment is accepted by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to Lessee ("Lease Commencement Date").
- 2. No Warranties. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR, THE AGENT OF THE MANUFACTURER OR LICENSOR, OR THE DISTRIBUTOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT AND OF ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL MIGHTS TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT MAKING ANY REPRESENTATIONS AS TO THE EXTENT OF ANY SUCH WARRANTY, LESSOR AGREES, TO THE EXTENT OF ITS LEGAL POWER, TO MAKE SUCH ASSIGNMENT AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

WITH RESPECT TO ANY SUPPLEMENTARY SCHEDULE EXECUTED IN CONJUNCTION HEREWITH, THIS IS A NON-CANCELLABLE LEASE FOR THE LEASE TERM INDICATED ON THE SUPPLEMENTARY SCHEDULE AND ANY RENEWAL TERM(S).

3. Rent Payments. During the Lease Term and any renewal term, Lessee agrees to pay Lessor rent payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Supplementary Schedules multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Lease have been paid in full. If the Lease Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Lease Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Supplementary Schedules for each day from the Lease Commencement Date (including the Lease Commencement Date) through the last day of such month (including that day). Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance of the conditions of this Lease or any Supplementary Schedule. All Rent Payments shall be paid to the Lessor at the address stated above or such other place as the Lessor or its assigns may hereafter direct. Lessee's obligation to make Rent Payments shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, inability for any reason to procure funding/receive discounts from the Schools and Libraries program of the Federal Universal Service Fund, or any other event, except such as is specifically provided for in Section 9 and 11 of this Lease. Lessee is solely responsible for obtaining any Schools and Libraries program discounts on Equipment that is the subject of this Lease. The Rent Payments shall be adjusted proportionately upward or downward, with Lessee's prior approval, if the actual cost of the Equipment exceeds or is less than the estimate (original proposal or Equipment Agreement), and in that event the Lessee authorizes Lessor to adjust the Rent Payments upward or downward not to exceed twenty percent (20%).

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- 4. Selection of Equipment. Lessee requests Lessor to purchase, or to cause to be purchased (or, in the case of tehnology, obtain the appropriate license or contract for) Equipment of the type and quantity specified in the Supplementary Schedules and has selected the supplier named therein. By its execution and delivery of each Sipplementary Schedule, Lessee hereby (a) consents and agrees to all of the terms and conditions of any such purchases, lienses or contracts whereby Lessor acquires any or all of the Equipment, (b) assigns and transfers to Lessor all Lessee's right, title and interest in and to any purchase order, license, contract or arrangement entered into by Lessee with any supplier for the Equipment, (c) promises and agrees to perform all of the duties and obligations of Lessee and/or Lessor under any and all such purchases, licenses, contracts or arrangements with the suppliers of the Equipment and (d) confirms that to the extent of any inconsistency between the provisions of this Lease and the provisions of any such purchase order or arrangement, the provisions of this Lease shall govern. Lessee has reviewed and approved any written supply contract (as defined by section 2A-103(y) of the Uniform Commercial Code) or purchase order or contract covering the Equipment pirchased. Lessor is not and shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or if the Lessee negotiates in bad faith prior to payment by Lessor to the supplier. Any delay in delivery by the supplier shall not affect the validity of this Lease. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any unit of Equipment to remain in useful condition for the Lease Term, nor the termination of any contract with a supplier regarding the Equipment, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this Lease. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property. Any labels supplied by Lessor to Lessee discribing the ownership of the Equipment shall be affixed by Lessee upon a prominent place on each item of Equipment.
- 5. Renewal or Return Options; Location and Surrender of Equipment. (a) Prior to the expiration of the initial Lease Term hereof, Lessee shall have the option to: (i) renew this Lease as to all but not less than all of the Equipment, or (ii) return the Equipment pursuant to Section 5(b) herein. If Lessee desires to exercise either option, it shall give to Lessor irrevocable written notice of its intention to exercise such option at least 120 days (and not more than 180 days) before the expiration of such Lease Term. Notwithstanding anything herein to the contrary, if Lessee fails to notify Lessor of its intent with respect to the exercise of the options described in this Section 5 within the time frames contemplated hereby, this Lease shall automatically be renewed for an additional ninety (90) day period(s) upon the same terms and conditions. Any notice of termination during an automatic extension shall be effective on the last day of the month ninety (90) days after the receipt of such notice.
- (b) The Equipment shall be delivered to and thereafter kept at the location specified in the Supplementary Schedules and shall not be removed therefrom without Lessor's prior written consent. Upon the expiration or earlier termination of this Lease, upon at least 120 days prior written notice to Lessor, Lessee at its cost and expense, shall immediately return the Equipment (including, without limitation, all service records and user manuals) to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"). Return Condition also indicates that the Equipment will be eligible at termination of this Agreement for acceptance by the manufacturer, or a manufacturer certified third party maintenance organization approved by Lessor, under contract maintenance at the above mentioned organization's then standard rates. The Equipment shall be returned in accordance with Lessor's instructions to the address specified by Lessor and, at Lessee's expense, adequately insured at no less than the full replacement value of the Equipment. If the Equipment is not in Return Condition, Lessee shall remain liable for any and all reasonable costs required to restore the Equipment to Return Condition. The deinstallation of the Equipment shall be performed by manufacturer certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. If, upon termination of this Lease for any reason, Lessee fails or refuses forthwith to return and deliver the Equipment to Lessor, Lessee shall remain liable for any rent accrued and unpaid with respect to the Equipment up to the date that the Equipment is returned to the address specified by Lessor. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a

right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into this transaction, Lessee hereby expressly waives all rights conferred by existing or future law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

- 6. Use of Equipment-Inspection. Lessee shall use the Equipment in compliance with all laws, rules, and regulations of the jurisdictions wherein the Equipment is located and solely in the conduct of Lessee's business. Lessee agrees at its expense to obtain all permits and licenses necessary for the operation of the Equipment. Lessee at its expense shall take good and proper care of the Equipment to keep it in good order and condition. Unless otherwise agreed by Lessor, Lessor shall provide maintenance for the Equipment pursuant to the Equipment Lease Agreement executed simultaneously with this Lease. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for (i) additions or attachments to the Equipment consisting solely of telephone terminal equipment, and (ii) additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person or entity approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 5(b) hereof, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor and Lessee agrees that any addition, alteration, improvement or attachment shall belong to and become a part of the property of Lessor. Any software upgrade will become the property of the Lessor, and Lessee hereby represents and warrants to Lessor, that Lessee has the right to convey such software to Lessor. Lessor shall have the right, upon reasonable prior notice to Lessee and during normal business hours, to inspect and/or replace the Equipment at its location. Lessee shall not permit its rights or interest hereunder to be subject to any lien, charge, or encumbrance. Lessee shall not permit the Equipment to become or remain a fixture to any real estate or an accession to any personalty not leased hereunder. Lessee shall not be responsible for any liens, charges, or encumbrances on the Equipment caused by Lessor.
- 7. Liens; Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and security interests, and shall give Lessor immediate notice of any attachment or other judicial process affecting any tem of Equipment. Lessee shall pay all charges and local, state, property and Federal taxes (and reimburse Lessor for any such payments made by Lessor) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's net income. IT IS EXPRESSLY AGREED THAT LESSEE SHALL REIMBURSE LESSOR FOR ANY PAYMENTS MADE TO ANY TAXING AUTHORITY FOR PERSONAL PROPERTY TAXES DUE AND OWING WITH RESPECT TO THE EQUIPMENT OWNED BY LESSOR. Further, Lessor may in its sole discretion require Lessee to make payments in amounts and at intervals satisfactory to Lessor to be held by Lessor in a non-interest bearing tax reserve account as security for Lessee's faithful performance of its obligations herein. The obligations of Lessee to pay such sums shall be in addition to all other obligations of Lessee under this Lease and shall continue in full force and effect notwithstanding the termination of this Lease whether by expiration of time, by operation of law or otherwise.
- 8. Insurance. Lessee may self-insure with respect to the required coverages with Lessor's prior written consent. If Lessee is not self-insured, at its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Lease Commencement Date of each Supplementary Schedule and from time to time as Lessor may request. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor that it will give Lessor thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. In case of the failure of Lessee to procure or maintain said insurance, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by and expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional sums due hereunder, and

hall become due and owed forthwith with interest at 18% per annum or such other maximum lawful contract rate as is stherwise allowed by law if less than 18% and Lessee will pay the same with the periodic Rent Payment next due after accept of notice from Lessor.

- 9. Casualty Loss. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever. If the Equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (a "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (10) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Lease. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorata amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Lease Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Lease Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.
- 10. Tax Benefits-True Lease. The parties hereto intend that this Lease be treated as a lease for Federal income ax purposes, and Lessor and/or the lessor of the Equipment to Lessor, as applicable (Lessor and/or such lessor of the Equipment to Lessor being in this Section 10 referred to as the "Taxpayer"), shall be entitled to such deductions, credits and other benefits (all of which shall herein be referred to as the "Tax Benefits") with respect to the Equipment as are provided to an owner of property by the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), including without limitation any accelerated cost recovery system deductions and investment tax credit with respect to the Equipment. In the event that any of the expected Tax Benefits under any Federal, State or local law shall be lost by, recaptured, not claimed, not available for claim or disallowed to Taxpayer because of (i) any act or failure to act of Lessee and/or any sublessee or assignee of Lessee, (ii) any change in the legal or tax status of Lessee and/or any sublessee or assignee of Lessee, (iii) breach by Lessee of any of its representations or warranties contained in this Lease, (iv) an Event of Loss, (v) an Event of Default (as hereinafter defined), or (vi) any change in or amendment to tax law, congressionally, judicially, or administratively promulgated, Lessee shall promptly pay to Lessor a revised rental or lump sum amount which, in the reasonable judgment of Lessor (and after deduction of all taxes to be paid by Lessor with respect to such payment), shall have the same net after tax rate of return on a discounted cash flow basis as would have been realized by Lessor were Lessor entitled and/or able to use the expected tax deductions, credits or other benefits based on the maximum Federal Income Tax Rate applicable to Lessor, in effect during the Lesse Term. The obligation to pay such sums to Lessor shall be in addition to all other obligations of Lessee under this Lease and shall continue in full force and effect notwithstanding the termination of this Lease whether by expiration of time, by operation of law or otherwise.
- 11. Non-appropriations. Lessee's obligations to pay Rent and any other amounts due for each fiscal period is contingent upon approval of the appropriation of funds by its governing body. In the event funds are not appropriated or legally available for any fiscal period equal to amounts due under the Lease, which does not include funding to Lessee under the Universal Service Fund program, Lessee may terminate the Lease effective on the first day of such fis cal period ("Termination Date"), if: (a) Lessee has used due diligence to exhaust all funds legally available; and (b) Lessor has received written notice from Lessee at least thirty (30) days before the Termination Date. Upon the occurrence of such nonappropriation, Lessee shall not be obligated for any Rent Payments for any fiscal period for which funds have not been so appropriated, and Lessee shall deliver the Equipment to Lessor on the Termination Date, packed for shipment in accordance with the manufacturer's specifications, freight prepaid and insured to any location in the continental United States designated by Lessor. If Lessee terminates a Lease pursuant to this Section, unless the following would affect the validity of a Lease, Lessee will not purchase, lease, rent, seek appropriations for, or otherwise obtain equipment serving the same function as the Equipment for the fiscal period in which such termination occurs and such an obligation will survive termination of this Lease. Lessee understands and acknowledges that the inability to obtain a funding commitment from the Schools and Libraries program of the Federal Universal Service Fund or the discontinuance of such Schools and Libraries program shall not constitute a non-appropriation event under this Section 11.
 - 12. Indemnification. To the maximum extent permitted by applicable law, Lessee shall indemnify, protect, save

and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence, whether of Lessor, its agents, servants or successors, tort, strict liability in tort, warranty, contract or any other cause of action with respect to Lessee or a party herein indemnified. Lessee is liable for the expenses of the defense or the attlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The itemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the Lease whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

- 13. Assignment. LESSEE SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE DISPOSE OF OR ENCUMBER ("TRANSFER") ALL OR ANY PART OF THE EQUIPMENT OR THE LEASE OR ANY OF ITS RIGHTS THEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. Any attempted non-consensual Transfer by Lessee shall be void ab initio. No Transfer shall relieve Lessee of any of its obligations under the Lease. Lessor may at any time and from time to time assign its rights under this Lease to the Equipment and to the Rent Payments and other sums at any time due or to become due or at any time owing or payable by Lessee to Lessor under any of the provisions of this Lease. Lessee further acknowledges and agrees that the rights of any such Assignee in and to the sums payable by Lessee under any provisions of this Lease shall not be subject to any abatement whatsoever and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever by reason of any damage to or loss or destruction of the Equipment, or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessee to Lessor. This Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.
- 14. Default. Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Lessee to pay any Rent Payments or other amounts payable under any Supplementary Schedule for a period of thirty (30) days or more, (b) failure by Lessee to perform any term or condition hereunder, it being agreed that default under one Supplementary Schedule shall constitute a default under this Lease and all associated Supplementary Schedules with Lessor, (c) the inaccuracy of any material representation or warranty made by the Lessee or any guarantor hereof in connection with any Supplementary Schedule hereunder, (d) Lessee's attempt to make an assignment of this Lease or any Supplementary Schedule or sublease any Equipment without Lessor's prior written consent, (e) Lessee dissolves or ceases to exist or transfers a major part in value of its assets, (f) Lessee becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (g) an adverse change in Lessee's or any guarantor's financial condition as will, in the good faith judgment of Lessor, impair the Equipment or increase the credit risk involved, (h) failure by Lessee to obtain or maintain any insurance required by Lessor under any Supplementary Schedule hereunder, (i) any guarantor of any of Lessee's obligations under any Supplementary Schedule defaults in the performance of any covenant or obligation hereunder, or (j) Lessee files a UCC-3 termination statement without the prior written authorization of Lessor.
- 15. Remedies. Upon the occurrence of an Event of Default, Lessor may, at its option do any or all of the following: (a) proceed by appropriate court action either at law or in equity to enforce performance by Lessee of the applicable covenants and terms of this Lease, (b) retake immediate possession of the Equipment, wherever located, and for such purpose, enter upon any premises, after consent from Lessee, which will not be unreasonably withheld, without liability for so doing, (c) cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease, (d) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Rent Payments immediately due and payable, (e) sell, lease, hold, use or otherwise dispose of any Equipment as Lessor in its sole discretion may determine and Lessor shall not be obligated to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar Equipment owned or leased by Lessor, or (f) by notice in writing to Lessee, cancel this Lease whereupon all right and interest of Lessee in or to the possession or use of

the Equipment shall absolutely cease. In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default and as partial damages for breach, a sum equal to the unpaid balance of Rent Payments for the remaining Lease Term (discounted to present value at the prime rate in effect at the time of such default), less only the net proceeds of any such reletting or sale to the extent such rentals or proceeds are attributable to the balance of the Lease Term.

Further, Lessor shall be entitled to recover from Lessee and Lessee agrees to pay: (i) any and all actual damages which Lessor shall sustain by reason of any such default or breach by Lessee, (ii) the actual sum for attorneys' fees incurred by Lessor, and (iii) the actual expenses expended or incurred by Lessor in the seizure, rental, storage, transportation, sale of Equipment, or enforcement of any right or privilege hereunder or collection of any sums due hereunder in accordance with any order, issued by the Arkansas Claims Commission or a court of competent jurisdiction, in compliance with Arkansas Law. Lessee further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Lessor.

The remedies herein provided in favor of Lessor in the event of Lessee's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

If any sum due to Lessor hereunder is unpaid sixty (60) days after its due date, Lessor may, at Lessor's option, collect a delinquency charge of up to the greater of ten dollars or interest at the rate of 18% per annum or at the highest rate permitted by law if less than 18%; provided, however, that Lessor may not charge any amounts in excess of those permitted by law. All such charges shall be payable forthwith as additional sums due hereunder.

- 16. Notices and Waivers. All notices relating to this Lease shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown herein or to another address subsequently specified in writing by the appropriate party hereto. A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this Lease shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.
- 17. Entire Agreement, Modification. This Agreement, and any exhibit, Supplementary Schedules, supplement or addendum attached hereto are intended as a full and complete expression of and constitute the entire agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, warranties, terms and conditions, both oral and written, are merged and incorporated into this Agreement, and no such oral or written understanding, agreement, promise, representation, warranty, term or condition not specifically set forth herein shall be binding upon the parties. No agent or employee of any third party (including without limitation the supplier of the Equipment, sales representatives or any agent of such supplier) is authorized to bind Lessor to this Agreement, or to waive, modify or add to the terms and conditions printed herein. Lessee acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative or other agent of the manufacturer or supplier, is an agent of Lessor. No representations as to the Equipment or any other matter by the supplier shall in any way affect the Lessee's obligations to perform including the payment of the Lease obligations set forth herein. This Agreement and any waiver, modification or an addition to any of its provisions shall not be valid unless in writing and signed by an authorized officer or manager of Lessor. Lessee hereby authorizes Lessor, without further notice, to complete the description of the Equipment to be leased, the quantity thereof and to fill in any blank spaces and make corrections on this lease or in the related Supplementary Schedules and to date same.
- 18. Lessee's Financial Information. Lessee agrees to furnish from time to time such information regarding the financial condition of Lessee as Lessor may reasonably request.
- 19. Covenants and Warranties. Lessee represents and warrants to Lessor that it has power to execute, deliver and perform each Lease, that all required procedures for execution of this agreement, including competitive bidding, if applicable, have been complied with, and that all Rent Payments and other sums due hereunder will be paid out of funds which are legally available for such purposes. Additionally, Lessee represents, covenants and warrants that: (i) Lessee is a State or fully constituted political subdivision or agency of the State of the Equipment location within the meaning of

Section 103 of the Internal Revenue Code of 1986, as amended; (ii) this Lease and all related documents have been fully authorized and constitute valid legal and binding obligations of Lessee, enforceable in accordance with their terms; (iii) the person executing this Lease and any Supplementary Schedules and related documents on behalf of Lessee has been given authority to bind Lessee; (iv) there are no actions or proceedings pending or threatened against Lessee which, if adversely determined, will have a material adverse affect on the ability of Lessee to perform its obligations under a Lease; (v) the obligation of Lessee to pay rent shall constitute a current expense of Lessee and is not in contravention of any applicable limitation of indebtedness; (vi) under no circumstances will Lessee be permitted to terminate the Lease under Section 11 in the event that Lessee is not able to obtain a funding commitment from the Schools and Libraries program of the Federal Universal Service Fund or if such School and Libraries program is discontinued at any time during the Lease Term; and (vii) Lessee will use the Equipment solely to perform essential governmental functions.

20. Miscellaneous. This Lease shall be governed by the internal laws of the State of Arkansas. Lessee hereby waives a trial by jury in any litigation between Lessee and Lessor with respect to this Lease. Lessee shall execute and deliver to Lessor, upon Lessor's request, such instruments and documents as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor's rights hereunder, and Lessee hereby irrevocably appoints Lessor, its agents, successors or assigns, its true and lawful attorney-in-fact for the limited purpose of filing on behalf of Lessee any and all UCC Financing Statements, which in Lessor's sole discretion, are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Where so provided by law, Lessor may execute and file evidence of its ownership to said Equipment. Any provision of this Lease prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Lease. Lessee represents that the Equipment is being leased hereunder for business purposes and agrees that under no circumstances shall this Lease be construed as a consumer contract.

ATTEST FOR WITH	ess Non		LESSEE: STATE OF ARKANSAS	D.
(Signature)	Mon	- :	By: Manue &	tice
Title: Darm)	ontain		Title: Contracts	Specialta
	8	6	CO-LESSEE (if applicable):	
)±)		9	Ву:	. *
190	3.0		(Signature)	
=			Title:	*, **
Accepted:				

LESSOR: Southwestern Bell Telephone Company

By: Mark to house

(Signature)
Title: X REGIONAL PRESIDENT - SALES

Opinion of Counsel

With respect to that certain Governmental Equipment Lease ("Lease") dated 11/18/02 by and between Southwestern Bell Telephone Company and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a State or a fully constituted political subdivision or agency of the State of the Equipment location described in the Supplementary Schedule attached hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) under no circumstances will Lessee be permitted to terminate the Lease under Section 11 in the event that Lessee is not able to obtain a funding commitment from the Schools and Libraries program of the Federal Universal Service Fund or if such School and Libraries program is discontinued at any time during the Lease Term; and (iv) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

PAGE 9 OF 9



QUOTATION FOR

Arkansas DIS

Date: May 23, 2005

Quote No: ARDIS042105-004

SBC AES

***Remit P.O. through OSP website or directly to SBC (see end of quote)

Vendor	Part Number	Product Description	Qty	List	Discount	Unit Price	Extended Price
		Rentals ATM			_		
Cisco	CISCO2811-HSEC/K9	2811 Security Bundle, AIM-VPN-EPII-PLUS, Adv. IP Serv, 64F/256D	100	4,095.00	45%	2,252.25 \$	225,225.0
	AIM-ATM-4T1	4 port ATM IMA bundle	100	4,000.00	45%	2,200.00 \$	220,000.0
	CAB-AC	Power Cord,110V	100	0.00	45%	0.00 \$	1.00 ACT 1.00 ACT
	S28NAISK9-12308T	Cisco 2800 IOS ADVANCED IP SERVICES	100	0.00	45%	0.00 \$	
	PWR-2811-AC	Cisco 2811 AC power supply	100	0.00	45%	0.00 \$	
	AIM-VPN/EPII-PLUS	DES/3DES/AES VPN Encryption/Compression	100	0.00	45%	0.00 \$	1
	AIM-ATM	High Performance ATM Advanced Integration Module	100	0.00	45%	0.00 \$	
	VWIC-2MFT-T1	2-Port RJ-48 Multiflex Trunk - T1	100	0.00	45%	0.00 \$	
	MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	100	0.00	45%	0.00 \$	200
	MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	100	0.00		0.00 \$	
	manage of the same		,,,,,	, , , ,		\$	445,225.0
		1841s T1s					
Cisco	CISCO1841-HSEC/K9	1841 Security bundle w/AIM-VPN,Adv.IP Svcs,64FL/256DR	647	2,995.00		1,647.25 \$	1,065,770.7
	CAB-AC	Power Cord,110V	647	0.00		0.00 \$	14
	AIM-VPN/BPII-PLUS	DES/3DES/AES VPN Encryption/Compression	647	0.00	45%	0.00 \$	7.5
	MEM1800-64CF	64MB Cisco 1800 Compact Flash Memory	647	0.00	45%	0.00 \$	
	MEM1841-128U256D	128 to 256MB SODIMM DRAM factory upgrade for the Cisco 1841	647	0.00	45%	0.00 \$	12
	S184AJSK9-12308T	Cisco 1841 IOS ADVANCED IP SERVICES	647	0.00	45%	0.00 \$	
						\$	1,065,770.75
quipmer	nt Total					\$	1,510,995.75
	CON CUT COOLINE	2811s SMARTNET 8X5XNBD 2811 Security Bundle	300	400.00	15%	340.00 S	102,000.0
cisco	CON-SNT-C2811HSE	1841s	300	400.00	(5%	340.00	102,000.0
cisco	CON-SNT-C1841HSE	SMARTNET 8X5XNBD 1841 Security bundle	1,941	115.00	15%	97.75 \$	189,732.7
32 Months	s Maintenance Total					\$	291,732.75
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MCC results	10000000	Misc.	· ·				****
sco	CTMP	Cisco Trade - In credit	1	(190,033.55)		(190,033.55) \$	(190,033.5
isco	Rebate	Cisco Additional Rebate	1	(54,945.30)		(54,945.30) \$	(54,945.3
isco	Rebate	SmartNet Trade-in Lease	1	(229,000.00)	_	(229,000.00) \$	(229,000.0
BC Service:	s Total			_	_	5	(473,978.8
OSP contr	act number 4600005665		1			Subtotal: \$	1,328,749 6
rice Does	s Not Include Taxes					Quote Total: \$	1,328,749.65
ERMS	NET30, subject to credit ap	proval.	Please r	efer all inquirie	s to:	Brian Wade	
.O.B.	SHIP.PT., PPD/CHARGE					501-257-9868 - voice	
HIPMENT	Items shipped UPS best wa	y unless specified.				501-373-4859 - fax	
OTE	Returns subject to SBC Da	taComm Return Policy.				Ew9462@shc.com	
nces valid	for thirty days from date of iss	uance					
BC DataCo	omm - Terms and Conditions	available upon request					
		***Submit P.O. through OSP website or Brian Wad	e FAX: 501-3	73-4859			

Sch 001 \$ 1,266,016.90

SBC Advanced Solutions, Inc. 13160 Collections Center Drive Chicago, IL 60693 800 323 7312 #asings#sbc.com

RECEIVED

3 2007

Due MANAGEMENT

INVOICE

INVOICE NUMBER 2547440

PRINT DATE 8/3/2007
PAYMENT DUE DATE 09/02/2007
PAGE NUMBER 1 of 1

SBC ADVANCED SOLUTIONS, INC 13160 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693

000511 1 1 0.660

at&t

PAST DUE (INVOIC	E REFLECTS PAYMEN	TS RECEIVED PRIOR	TO INVOICE DATE)
1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS
35105.25	0.00	0.00	0.00

CURRENT DUE	51233.09
PAST DUE	36106.25
TOTAL DUE	97339.34

CONTRACT NUMBER	DESCRIPTION	PURCHASE ORDER #	CONTRACT PAYMENT	SALES/USE TAX	CURRENT DUE
-3194200-002	(SPIN# 143022137) CISCO 5 YEAR MAINTENANCE (This is for the period of August 2007) PAYMENT DUE 09/01/2007	NONE	12002.00	900.15	12902.15
-3194200-001	(SPIN# 143022137) CISCO EQUIPMENT (This is for the period of August 2007) PAYMENT DUE 09/01/2007		35166.00	3154,94	38330.94

D OF WRITING CHECKS EACH MONTH? CONTACT CUSTOMER SERVICE TO ENROLL IN OUR DIRECT DEBIT PROGRAM

		1.0		
CONTRACT NUMB	ER CUR	RENT DUE	PAST DUE	TOTAL DUE
001-3194200-0	102	12902.15	0.00	12902.15
	001	38330.94	36106.25	74437.19

Attachment C - Page 2

TOTALS 51233.09 36106.25 87339.34

1001512723 +61

Router Model #	Vendor Cost/Month	12 Month Vendor Cost	1% Reduction	Eligible E- rate	E-rate Discount	E-rate Reimbursement	Associated Circuit ID
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	Request \$65.87	41HCFM000711SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000559SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000749SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000895SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002103SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002162SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002386SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999798SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002146SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000740SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000611SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983587SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999801SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999802SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000593SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000598SUV-01
1841L	\$17.51				76%	\$65.87	41HCFM00059850V-01
1841L		\$87.55	\$0.88	\$86.67			41HCFS983559SUV-01
	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	
1841L 1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999803SUV-01
1841L	\$17.51 \$17.51	\$87.55	\$0.88 \$0.88	\$86.67	76% 76%	\$65.87	41HCFM000704SUV-01
		\$87.55		\$86.67	_	\$65.87	41HCFM002066SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002074SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002104SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002968SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS000147SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS000376SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983579SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000615SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000712SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000716SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002087SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002341SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002349SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002353SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002072SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000730SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999805SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000640SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000645SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000651SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000683SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000737SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000760SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000770SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002175SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002930SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS984783SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999804SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HXFM001432SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002235SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000739SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000642SUV-01

ATTACHMENT D PAGE1

the same of		DOMESTICAL DESIGNATION OF	20.00	Company of the Company	100 / T. W.	E-rate	No. of Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other pa
Router	Vendor	12 Month	1%	Eligible E-	E-rate	Reimbursement	Associated Circuit ID
Model #	Cost/Month	Vendor Cost	Reduction	rate	Discount	Request	
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000759SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HXFS999717SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000766SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002124SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003224SUV
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000617SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000775SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000783SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002094SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002233SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002383SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS000153SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS000156SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983745SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002405SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000750SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000862SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003225SUV
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000707SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000774SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002432SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002946SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HXFM000765SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999535SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000754SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000852SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000691SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000769SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983572SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000625SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000637SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000744SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999726SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002363SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HXFM002067SUV
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000728SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002344SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002345SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002347SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983560SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HXFM001506SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983590SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002091SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS000177SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003195SUV
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000748SUV-01
1841L			\$0.88	\$86.67	76%	\$65.87	41HCFM002073SUV-01
1841L	\$17.51 \$17.51	\$87.55			76%	\$65.87	41HCFM002073SUV-01
1841L	\$17.51 \$17.51	\$87.55	\$0.88	\$86.67			41HCFM002082SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	
104 IL	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002527SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002944SUV-01

TOTAL SE	PRODUCTOR	Taken In	A STATE OF THE	Carlo La Carlo	4 5 6	E-rate	With the Control of the Control
Router	Vendor	12 Month	1%	Eligible E-	E-rate	Reimbursement	Associated Circuit ID
Model #	Cost/Month	Vendor Cost	Reduction	rate	Discount	Request	
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002032SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002031SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003207SUV
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003210SUV
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFJ002997SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000546SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000592SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000594SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000599SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000735SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000767SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002328SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002332SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002949SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003090SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS000137SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983567SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000684SUV-01
1841L	\$17.51				76%	\$65.87	41HCFM002002SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%		
1841L	\$17.51	\$87.55	\$0.88	\$86.67 \$86.67		\$65.87	41HCFM003214SUV
1841L		\$87.55 \$87.55	\$0.88		76% 76%	\$65.87	41HCFM000761SUV-01
1841L	\$17.51 \$17.51		\$0.88	\$86.67		\$65.87	41HCFM002945SUV-01
1841L		\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002109SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999813SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002872SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000618SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000771SUV-01
	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002342SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003161SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS983427SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000610SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002075SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999814SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000595SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002546SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HXFM001379SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	05QGXX106595CTNA
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000768SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000763SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000773SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002041SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999750SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM002076SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM003059SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000732SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999796SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS000009SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000597SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000600SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFS999791SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000693SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HXFM002048SUV-01

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Router Model #	Vendor Cost/Month	12 Month	1%	Eligible E-	E-rate	Reimbursement	Associated Circuit ID
	Parameters.	Vendor Cost	Reduction	rate	Discount	Request	
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000638SUV-01
1841L	\$17.51	\$87.55	\$0.88	\$86.67	76%	\$65.87	41HCFM000643SUV-01
1841L	\$17.51	\$91.86	\$0.92	\$90.94	76%	\$69.12	41HCFM000724SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000742SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002077SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HXFM001949SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002278SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000653SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000657SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002040SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002079SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002093SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS999856SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000626SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002081SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983568SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000390SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000601SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000605SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000665SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000667SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000714SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000721SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000854SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002034SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002088SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002111SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002121SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002122SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002123SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002324SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002325SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002326SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002327SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002329SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002330SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002940SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000124SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000190SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000191SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983667SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HXFM002045SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000781SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000733SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002099SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000132SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000694SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002036SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002126SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000702SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002004SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002042SUV-01

Router	Vendor	12 Month	1%	Eligible E-	E-rate	E-rate	
Model #	Cost/Month	Vendor Cost	Reduction	rate	Discount	Reimbursement	Associated Circuit ID
1841L	\$17.51	\$10E.06	Talk No Second		The section of	Request	44UCEM0020426UV 04
1841L	\$17.51	\$105.06 \$105.06	\$1.05 \$1.05	\$104.01 \$104.01	76% 76%	\$79.05	41HCFM002943SUV-01 41HCFS983670SUV-01
1841L						\$79.05	41HCFS999706SUV-01
	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	
1841L 1841L	\$17.51	\$105.06 \$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFJ003000SUV-01
	\$17.51		\$1.05	\$104.01	76%	\$79.05	41HCFM002234SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000853SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000333SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000696SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000745SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000762SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002097SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002108SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002127SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002128SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002592SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002596SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002597SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM003145SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983424SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983439SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002101SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002083SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS999986SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000515SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000652SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000655SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000663SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000670SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000708SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000755SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000894SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002937SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM003051SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM003136SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983733SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983747SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983750SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS999958SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS999964SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000602SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000603SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000612SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000616SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000778SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000123SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS983566SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM003232SUV
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000357SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002009SUV-01
	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002037SUV-01
18411		W 100.00	41.00	4.04.01	. 0 /0	4,0.00	
1841L 1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM003116SUV-01

Router Model #	Vendor Cost/Month	12 Month Vendor Cost	1% Reduction	Eligible E- rate	E-rate Discount	E-rate Reimbursement Request	Associated Circuit ID
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000706SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000903SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000606SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002003SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002007SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002096SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000892SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000709SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000747SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000899SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002100SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002814SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002815SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002873SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS999757SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000675SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000756SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM000776SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002006SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002249SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000196SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000150SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFS000188SUV-01
1841L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM002132SUV-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFJ002999SUV-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000246001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000410001SUV
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000173001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000219001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000251001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000163001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000183001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000253001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000379001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000181001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000406001SUV
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000347001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000340001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000244001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000191001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000320001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000241001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000324001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000310001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000330001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000160001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000211001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000349001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000292001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000321001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000401001SUV
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000254001-01

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Router Model #	Vendor Cost/Month	12 Month	1% Reduction	Eligible E-	E-rate	Reimbursement	Associated Circuit ID
Model #	Cost/Month	Vendor Cost	Reduction	rate	Discount	Request	
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000208001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000192001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000192001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000380001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000195001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000394001SUV
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000189001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000175001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000180001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000190001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000137001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000162001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000293001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000346001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000166001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000159001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000242001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000317001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000348001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFJ003012SUV-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000174001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000231001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000367001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000344001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000158001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000377001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000351001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000405001SUV
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41HCFM003149SUV-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000270001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000295001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000298001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000312001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000329001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000378001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000300001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000196001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000309001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000221001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000352001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000376001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000182001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000355001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000365001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000194001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000164001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000354001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000176001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000210001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000339001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000245001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000188001-01

Router Model#	Vendor Cost/Month	12 Month Vendor Cost	1% Reduction	Eligible E- rate	E-rate Discount	E-rate Reimbursement Request	Associated Circuit ID
2811L	\$17.51		\$0.00	\$0.00	76%	\$0.00	41HCFJ002996SUV-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000375001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000350001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000353001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000248001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000156001-01
2811L	\$17.51	\$105.06	\$1.05	\$104.01	76%	\$79.05	41YHFJ000243001-01
		\$36,092.42	\$360.92	\$35,731.50		\$27,155.94	

Pre-k

\$360.92

reduction

\$35,731.50

E-Rate Discount

76%

Final E-Rate \$27,155.94



Claire Bailey Director Mike Beebe Governor

November 23, 2011

Mr. Kevin Kao 2420 Riverfront Drive, Apartment 424 Little Rock, Arkansas 72202

Re:

2012 Spring Clerkship

Dear Mr. Kao:

On behalf of the Department of Information Systems, I would like to thank you for your interest in the department's spring clerkship position.

Your resume and the information discussed during your interview demonstrate a range of abilities and skills that reflect well upon your academic and professional achievements. However, upon completion of the interview process, the department has selected another candidate for this position.

It was a pleasure to meet with you, and I extend best wishes for continued personal and professional success in your law school career.

Sincerely,

Anthony W. Black General Counsel



Arkansas Department of Information Systems (DIS)

Attachment: 7

471 Application number: 549161 Billed Entity Number 157107

FRN: 1577388

Contract Number: 001-3194200-001

Billing Account Number:

SBC Advanced Solutions, Inc. (SPIN 143022137)

470 Number: 611530000527344

Eligible Service: Wide Area Network (WAN)

A wide area network is a voice, data, and/or video network that provides connections from within an eligible school or library to other locations beyond the school or library.

The provision of wide area network communication links is an eligible, Telecommunications Service. Technologies employed may be ATM, DSL, DS-1, T-1, fractionalized T-1, Frame Relay, ISDN, Satellite, Cable Modem Service, Wireless, or any technology that provides an eligible telecommunications service to the public.

Attachment 7, page 2 of 2

Becky Rains, 501-682-4003

Attachment Number:

Applicant's Form Identifier: Local 07/08 Funding Year 07/01/2007-06/30/2008

SBC Advanced Solutions, Inc.

FRN: 1577388

Billing Account Number:

471 Application Number: 549161 Billed Entity Number: 157107

Contract Number: 001-3194200-001 Contract Award date: 07/07/2005 Contract End Date: 11/30/2007

470 # 611530000527344

DIS, as a State Telecommunications Network, provides a statewide Network that is utilized by the schools and libraries. The portion of our application is for the circuits used to connect schools and libraries to the State network.

EXISTING SERVICES:

Provider	Service	Circuit	Qty	Monthly	Total	One-Time Installation	Annual Total
SBC Advanced		31 63 EM					
	Digital Tra	ansmission Ser	vice				
		Routers	410	\$58.17	\$23,848.36	0	\$286,180.32

FRN 1577388 Pre-Discount Service Requested: \$286,180.32

The charges listed include any taxes and USF fees Pre-K enrollment and NSLP data was not included in the Block 4 calculations. Pre-K enrollment and NSLP data was not included in the Block 4 calculations.

Arkansas Department of Information Systems (DIS)

Attachment: 57

471 Application number: 549161 Billed Entity Number 157107

FRN: 1607369

Contract Number: 001-3194200-002

Billing Account Number:

SBC Advanced Solutions, Inc. (SPIN 143022137)

470 Number: 611530000527344

Eligible Service: Wide Area Network (WAN)

A wide area network is a voice, data, and/or video network that provides connections from within an eligible school or library to other locations beyond the school or library.

The provision of wide area network communication links is an eligible, Telecommunications Service. Technologies employed may be ATM, DSL, DS-1, T-1, fractionalized T-1, Frame Relay, ISDN, Satellite, Cable Modem Service, Wireless, or any technology that provides an eligible telecommunications service to the public.

Attachment 57, page 2 of 2

Becky Rains, 501-682-4003

57 Attachment Number:

Applicant's Form Identifier: Local 07/08 Funding Year 07/01/2007-06/30/2008

SBC Advanced Solutions, Inc.

FRN: 1607369

Billing Account Number:

471 Application Number: 549161 Billed Entity Number: 157107

Contract Number: 001-3194200-002

Contract Award date: 07/07/2005 Contract End Date: 11/30/2007

470 # 611530000527344

DIS, as a State Telecommunications Network, provides a statewide Network that is utilized by the schools and libraries. The portion of our application is for the circuits used to connect schools and libraries to the State network.

EXISTING SERVICES:

Provider	Servi	ce Circuit	Qty	Monthly	Total	One-Time Installation	Annual Total
SBC Adva	nced Solutions,	Inc.					
	Digit	al Transmission S	ervice				
		Router r	Router maint 410		\$5,821.20	\$0	\$69,854.40
NEW SE	CRVICE						
Provider	Servi	ce Circuit	Oty	Monthly	Total	One-Time Installation	Annual Total

FRN 1607369 Pre-discount Service Request: \$69,854.40

The charges listed include any taxes and USF fees Pre-K enrollment and NSLP data was not included in the Block 4 calculations. Arkansas Department of Information Systems (DIS)

Attachment: 60

471 Application number: 549161 Billed Entity Number 157107

FRN: 1620344

Contract Number: SRC-001-3194200-002

Billing Account Number:

State Replacement Contract (SPIN 143999999)

470 Number: 611530000527344

Eligible Service: Wide Area Network (WAN)

A wide area network is a voice, data, and/or video network that provides connections from within an eligible school or library to other locations beyond the school or library.

The provision of wide area network communication links is an eligible, Telecommunications Service. Technologies employed may be ATM, DSL, DS-1, T-1, fractionalized T-1, Frame Relay, ISDN, Satellite, Cable Modem Service, Wireless, or any technology that provides an eligible telecommunications service to the public.

Attachment 60, page 2 of 2

Becky Rains, 501-682-4003

60 Attachment Number:

Applicant's Form Identifier: Local 07/08

471 Application Number: 549161 **Billed Entity Number: 157107**

Funding Year 07/01/2007-06/30/2008 State Replacement Contract

Contract Number: SRC-001-3194200-002

FRN: 1620344

Contract Award date: 12/01/2007 Contract End Date: 06/30/2008

Billing Account Number:

470 # 611530000527344

DIS, as a State Telecommunications Network, provides a statewide Network that is utilized by the schools and libraries. The portion of our application is for the circuits used to connect schools and libraries to the State network.

EXISTING SERVICES:

Provider	• • •	Service	Circuit	Qty	Monthly	Total	One-Time Installation	Annual Total
SBC Advance	ced Sol	utions, Inc.						
		Digital Tra	nsmission Ser	vice				
			Router maint 410		\$14.20	\$5,821.20	\$0	\$40,748.40
NEW SER	VICE							
Provider		Service	Circuit	Qty	Monthly	Total	One-Time Installation	Annual Total

FRN 1620344 Pre-discount Service Request: \$40,748.40

The charges listed include any taxes and USF fees Pre-K enrollment and NSLP data was not included in the Block 4 calculations.

AFFIDAVIT OF DONNELL L. McDANIEL

- I, Donnell L. McDaniel, first being duly sworn, do hereby state and verify the following:
- I am over the age of 18 years of age and a Registered Professional Electrical Engineer in Arkansas, (#3178).
- I am retired from Southwestern Bell Telephone Company (now AT&T) having been employed by that company for 35 years as an electrical engineer.
- I am currently employed by the State of Arkansas, Department of Information Systems since February 2001 and serve as the Division Manager – Enterprise Network Systems. My job requires me to manage the State of Arkansas voice, video and data network.
- 4. In my professional capacity I negotiated the lease of the routers for which application for E-rate has been filed. The routers are eligible as Priority One equipment, as outlined in the On-Premise Equipment Rule (Tennessee Order) and therefore eligible for maintenance services as on-premise equipment.
- I am familiar with the contract and equipment involved in this appeal and am familiar
 with the facilities where the equipment is located. The equipment is not used by the
 schools and libraries for any purpose other than eligible Telecommunications and Internet
 Access Service.
- The Local Area Network of the school or library is functional without dependence on the equipment.
- 7. There is no contractual, technical, or other limitation that would prevent the service provider from using its network equipment, in part, for other customers.

FURTHER AFFIANT SAYETH NOT.

Donnell L. McDaniel

Division Manager – Enterprise Network

Systems

Department of Information Systems

Could me Out

One Capitol Mall

P.O. Box 3155

Little Rock, Arkansas 72203

Executed November 21, 2011

ACKNOWLEDGMENT

STATE OF ARKANSAS)	
COUNTY OF Pulasky	_)	SS

Subscribed and sworn to before me, a Notary Public, on November 21, 2011.

My Commission Expires:

5-15-2018